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8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 In Re:
11 Jasna Gajic and Ranko Gajic,
12 Debtor.

Chapter 7
Bankruptcy No. 10-31970
Adversary Case No. 10-03142

13 STIPULATION FOR ENTRY OF JUDGMENT
14 AND SETTLEMENT AGREEMENT

15 Chase Bank USA, N.A.,
16 Plaintiff.

DATE: 10/22/2010

17 vs.

TIME: 1:30 pm

18 Jasna Gajic,
Defendant.

CTRM: 22

19 A. On or about May 28, 2010, Defendant Jasna Gajic (hereinafter referred to as "Defendant")
20 filed a Voluntary Petition under Chapter 7 of the Bankruptcy Code bearing Case No. 10-31970.

21 B. On or about August 25, 2010, Plaintiff Chase Bank USA, N.A., (hereinafter referred to as
22 "Plaintiff") filed an Adversary Proceeding against Defendant, 10-03142, seeking a determination that the
23 Defendant's outstanding credit card debt in the sum of \$6,422.00 should be nondischargeable pursuant to §
24 523(a)(2)(A).
25

26 C. Plaintiff alleges in its Complaint that at the time Defendant made the aforementioned
27 charges and/or cash advances against Plaintiff's credit card, the Defendant represented that Defendant had
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1 the intent to repay the debt, when in fact, based on the totality of the circumstances surrounding the
2 Defendant's Chapter 7 filing, the Defendant did not have the intent to repay the debt under the analysis set
3 forth In re Dougherty, 84 B.R. 653, 657 (9th Cir. B.A.P. 1988), and adopted by the Ninth Circuit in In re
4 Eashaj, 167 B.R. 181, 183 (9th Cir. B.A.P. 1994), affirmed, 87 F.3d 1082 (9th Cir. 1996). Defendant
5 denies these allegations.

6 D. The parties now desire to settle this Adversary Proceeding to avoid the possible adverse
7 consequences which could result from a trial.

8 E. It is understood and agreed between the parties that this is a compromise in settlement of a
9 disputed claim, and that the Defendant does not admit to any specific allegation contained in the Adversary
10 Proceeding.
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12 F. Based on the foregoing facts and in consideration of the covenants contained herein and
13 other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the
14 parties, Plaintiff, represented by the Law Firm of Weinstein & Riley, P.S., and Defendant, represented by
15 Gary R Brenner, stipulates as follows:
16

17 1. In full satisfaction of any and all claims which Plaintiff has against Defendant,
18 Plaintiff shall be entitled to a Judgment in its favor and against Defendant in the principal sum of
19 \$5,000.00 subject to the terms and conditions set forth below.
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21 No execution of Judgment shall occur, so long as Defendant remits the sum of \$5,000.00
22 payable as follows:
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- 24 a. Payments of \$200.00 per month, due on or before the 20th of each month,
25 beginning November 20, 2010, until paid in full.
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1 All payments should be made payable to and sent to Chase Bank Usa, N.A., c/o WEINSTEIN &
2 RILEY, P.S., P.O. BOX 3978, Seattle, WA 98124; unless another address is designated in writing. All
3 payments by Defendant are due on the 20th day of the month. Defendant is in default after the 30th day of
4 the month if payment is not made by the 30th day of the month.

5 Account Number XXXXXXXXXXXX6922 shall be written on all checks used to make payments.

6
7 2. That said debt shall be declared to be nondischargeable pursuant to 11 U.S.C. §
8 523(a)(2)(A).

9 3. That said judgment will bear no interest.

10 4. That both Plaintiff and Defendant shall bear their own costs and attorneys' fees
11 incurred in prosecuting or defending this matter.

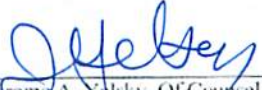
12
13 5. In the event of a default in any payment when due, and should default exceed ten
14 (10) days, Plaintiff shall notify Defendant of such default by first class mail. If such default is not cured
15 within seven (7) business days thereafter, then Plaintiff will be entitled to execute on the remaining balance
16 of said judgment, together with interest at the Federal Reserve rate from the date of default based upon
17 Plaintiff's Declaration or Affidavit without further notice to Defendant. For the purpose of Notice of
18 Default, Entry of Judgment and execution of Judgment, the address of Defendant (see attached service
19 list), and shall be considered proper written notice to Defendant unless and until written notice of change
20 of address is given to Plaintiff's attorney of record at the above-referenced address.

21
22 6. This stipulation for entry of judgment and settlement agreement does not constitute
23 an admission of liability or non-liability as the case may be. This stipulation and settlement agreement is
24 entered into by each of the parties to resolve a disputed claim and to avoid the incurrence of additional
25 costs and attorneys' fees.
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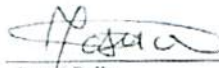
1 7. Upon default, this judgment will bear interest at the Federal Reserve rate from the
2 date of default.
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4 Weinstein & Riley, P.S.

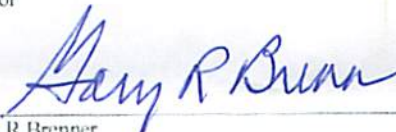
5 Dated: 10/5/10

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7 Jerome A. Nelsky, Of Counsel
8 Attorney for Plaintiff

9 Dated: 09/29/10

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11 Jaspa Gajic
12 Debtor

13 Dated: 9/30/10

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15 Gary R. Brenner
16 Attorney for Debtor/Defendant
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